

SECURELOGIX SOFTWARE LICENSE AGREEMENT

This SecureLogix Software License Agreement (this “**Agreement**”) is entered into effective as of the last date of signature between SecureLogix Corporation (“**S/L**”) and the customer identified on the signature block below (“**Customer**” or “**You**”). **AS BETWEEN THE PARTIES, THIS AGREEMENT IS THE EXCLUSIVE UNDERSTANDING GOVERNING YOUR USE OF THE SOFTWARE LICENSED PURSUANT HERETO AND DESCRIBED IN THE APPLICABLE ORDER (THE “SOFTWARE”).**

1. LICENSE. Subject to Your compliance with the terms of this Agreement (and the terms of Your agreement with any distributor who resells the Software), S/L hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, right and license to use the Software, including any future updates, and the Documentation (meaning S/L’s provided specification’s regarding the Software) during the term identified in Your order (such order may be directly between S/L and Customer or between Customer and a distributor).

2. RESTRICTIONS. You may not : (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

S/L provides the Software to non-DOD agencies with RESTRICTED RIGHTS and Documentation is provided with LIMITED RIGHTS. Use, duplication or disclosure by the Government is subject to the restrictions as set forth in subparagraph “C” of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 (June 1987). In the event the sale is to a DOD agency, the government’s rights in software, supporting Documentation and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 (Nov. 1995) and subpart DFARS 227.7202-3.

S/L reserves all rights not expressly granted to You in this Agreement. Except for the rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the Software.

3. DELIVERY. S/L shall make the Software available to You in accordance with the terms of the order, which may include electronic delivery and installation and configuration assistance and support, all such activities are governed exclusively by this Agreement and You agree to provide S/L with all necessary access to any systems or devices in order to properly install and configure the Software and represent and warrant that You have all rights necessary to grant such access. Unless specified in the order, this Agreement does not grant You any right to support.

4. EXCLUSIVE WARRANTY. S/L represents that the Software, under normal use and service, will substantially perform all of the functions described in the Documentation for 1 year from the date of delivery. Customer must notify S/L of any breach of this warranty within 30 days of Customer’s identification of such breach or failure or this warranty shall be void. Customer’s exclusive remedy for a breach of this warranty shall be, at S/L’s option and expense, (i) for S/L correct any discrepancy in performance that materially impairs the functionality of the Software, or (ii) for S/L to refund the price paid to S/L for the Software provided that Customer ceases to use and removes the Software.

EXCEPT FOR THE EXCLUSIVE WARRANTY STATED ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS” AND S/L EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. S/L MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY SPECIFIC RESULT, OR BE ERROR FREE.

5. INFRINGEMENT. If the Software infringes the intellectual property rights of a third party and S/L determines that it is not practicable to obtain the right to use the infringing element or modify the Software such that it does not infringe, then S/L may terminate the Agreement and Your right to use the Software on 30 days’ notice and will not have any liability on account of such termination except to refund amounts paid for the Software, pro-rated as to the period of use.

6. INDEMNIFICATION. If S/L is faced with a legal claim by a third party arising out of Your actual or alleged: breach of the Agreement, use of the Software in a manner not authorized by S/L or the Documentation, use of any version of the Software other than the most current version, or gross negligence or willful misconduct, then You shall pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine, or other penalty imposed on S/L as a result of the claim.

Your obligations under this Section include claims arising out of the acts or omissions of any party to whom you provide access to the Software.

If You are faced with a legal claim by a third party alleging that the Software infringes on the United States intellectual property rights of a third party, then S/L shall defend and indemnify You from and against any losses resulting from such a claim, provided that You promptly notify S/L of such claim, cooperate with S/L, and allow S/L sole authority to control the defense and settlement of such claim. This obligation shall not apply to the extent any such claim arises from Your use of the Software other than as provided for in this Agreement or in combination with any other intellectual property (including any modifications You make), or Your failure to use the most current version of the Software. THIS SECTION SETS FORTH YOUR SOLE REMEDIES AND S/L'S SOLE OBLIGATION FOR ANY ACTUAL OR THREATENED CLAIM THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. LIMITATION OF LIABILITY. S/L SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. S/L SHALL HAVE NO LIABILITY FOR LOSS OF DATA, PROFITS, OR GOODWILL. IN NO EVENT SHALL S/L'S LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S ACTUAL AND DIRECT DAMAGES OR THE AMOUNTS ACTUALLY PAID TO S/L IN RESPECT OF THE SOFTWARE.

8. TERM. This Agreement shall be effective as of the last date written below and shall continue until You cease to use the Software or the date of Your breach of any of the provisions of this Agreement at which time Your rights hereunder shall terminate. Sections 2, and 4 thru 11 shall survive the termination of the Agreement.

9. GOVERNING LAW & DISPUTES. This Agreement is governed by the law of the State of Texas. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Any dispute arising out of or in connection with this Agreement shall be settled exclusively by arbitration in San Antonio, Texas by a single arbitrator pursuant to the AAA's Commercial Arbitration Rules then in effect. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements.

10. CONFIDENTIALITY. Each party agrees to maintain in confidence, and not disclose to any third party, any proprietary or confidential information which it receives from the other pursuant to the Agreement and to only use such information in fulfillment of their respective rights and obligations contained herein.

11. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. Neither party is agent for the other. S/L and Customer agree that use of preprinted forms is for convenience only and all terms and conditions stated thereon, except for information requested by this Agreement, are void and of no effect. In the event of any conflict between this Agreement and the terms and conditions on an order, this Agreement will govern. Customer may not assign this Agreement without S/L's prior written consent and any attempted assignment shall be void. Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party. All notices shall be in writing and all notices and payments shall be sent to the recipient at its respective address set forth on the order or to such other address as may be designated by written notice. Each party agrees to promptly provide written notice of the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. If any provision of this Agreement is deemed invalid or unenforceable the rest of the Agreement shall continue and the unenforceable part shall be reformed to the extent possible to make it enforceable and give efficacy to the original terms.

ACCEPTED & AGREED:

SECURELOGIX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____